

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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02/08/2006
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 3003/0323		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of Nova Scotia		01/26/2006	National Banking Association:
RECEIVING PARTY DATA			
Name:	National Cinema Network, Inc.		
Street Address:	920 Main Street		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2570273	CINEBAGS	
Registration Number:	2683673	CINEBUCKETS	
Registration Number:	2512433	CINEDISPLAY	
Registration Number:	2555469	CINEKIOSKS	
Registration Number:	2573245	CINEPROMOTIONS	
Registration Number:	2578862	CINESAMPLING	
Registration Number:	2692089	CINESIGN	
Registration Number:	2558424	CINETICKETS	
Registration Number:	2804734	DIGITAL ON-SCREEN ENTERTAINMENT	
Registration Number:	1518589	NATIONAL CINEMA NETWORK	
Registration Number:	2338783	NCN	
Registration Number:	1944085	NCN MOVIE TIMES	
Registration Number:	1516614	NCN NATIONAL CINEMA NETWORK	
Registration Number:	2298257	NCN NATIONAL CINEMA NETWORK	

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Registration Number:	1743483	ON-SCREEN ENTERTAINMENT
Registration Number:	2269751	PRE-SHOW COUNTDOWN

CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive
Address Line 2:	Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039122-0011
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	02/08/2006

Total Attachments: 5
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EXECUTION COPY

**RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of the 26th of January 2006 (the "Effective Date"), is made by The Bank of Nova Scotia, as administrative agent (the "Administrative Agent") for the Secured Parties under the Credit Agreement (as defined below), by and among the Administrative Agent and AMC Entertainment Inc. (the "Borrower"), pursuant to the termination of such Credit Agreement. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

WHEREAS, the Borrower and the Administrative Agent entered into that certain Second Amended and Restated Credit Agreement, dated as of March 26, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the various financial institutions from time to time party thereto (collectively the "Lenders") and the Administrative Agent, pursuant to which Credit Agreement the Lenders made credit extensions to the Borrower;

WHEREAS, pursuant to the Credit Agreement, National Cinema Network, Inc. executed that certain Trademark Security Agreement, dated as of December 23, 2004 (the "Trademark Security Agreement"), in favor of the Administrative Agent, pursuant to which the Borrower granted to the Administrative Agent a continuing security interest in all of the Borrower's right, title and interest in, to and under the Trademark Collateral (as defined below), including, without limitation, the trademarks and trademark registrations set forth on Schedule A hereto, to secure the payment, performance and observance of the obligations created by the Credit Agreement and the other Loan Documents;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 003003, Frame 0323 on January 6, 2005; and

WHEREAS, the obligations secured by the Trademark Security Agreement have been discharged and the Borrower has requested that the Administrative Agent release its security interest in the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby releases, without any representation and warranty, its security interest in and to and all of the following assets (all of which being hereinafter referred to as the "Trademark Collateral"):

a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including those listed in Schedule A attached hereto, whether currently in use or not, all registrations and applications in connection therewith, whether pending or in preparation for filing, including registrations and applications in the United States Patent & Trademark Office or in any office or agency of the United States of

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America, and all common law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively, "Trademarks");

- b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark,
- c) all of the goodwill of the business connected with the use of, and symbolized by, the items described in clause (a), and to the extent applicable, clause (b),
- d) the right to sue third parties for past, present, and future infringements of any Trademark Collateral described in clause (a), and to the extent applicable, clause (b), and
- e) all Proceeds of, and the rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, or for any injury to goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

The Administrative Agent hereby reassigns any and all right, title and interest it may have in the Trademark Collateral to the Borrower. Upon the reassignment and release set forth herein, all right, title and interest in the Trademark Collateral shall be vested in the Borrower as fully as if the assignment of the Trademark Collateral to the Administrative Agent had not been made.

The Administrative Agent agrees, at the Borrower's expense, to cooperate with the Borrower and its subsidiaries and to execute any additional documents or provide the Borrower and its subsidiaries with the information and additional authorization as is necessary to effect the release of the Administrative Agent's security interest in the Trademark Collateral.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Administrative Agent has executed this Release as of the date first above written.

THE BANK OF NOVA SCOTIA

By: _____

Name:

Title:


AUTHORIZED SIGNATORY

JOSE B. CARLOS

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Trademark Release for
National Cinema Network, Inc.

SCHEDULE A to
RELEASE OF SECURITY INTERESTS IN TRADEMARKS

Released Trademark Collateral

UNITED STATES TRADEMARK REGISTRATIONS

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	CINEBAGS	2,570,273	05-14-2002
United States	CINEBUCKETS	2,683,673	02-04-2003
United States	CINEDISPLAY	2,512,433	11-27-2001
United States	CINEKIOSKS	2,555,469	04-02-2002
United States	CINEPROMOTIONS	2,573,245	05-28-2002
United States	CINESAMPLING	2,578,862	06-11-2002
United States	CINESIGN	2,692,089	03-04-2003
United States	CINETICKETS	2,558,424	04-09-2002
United States	DIGITAL ON-SCREEN ENTERTAINMENT	2,804,734	01-13-2004
United States	NATIONAL CINEMA NETWORK	1,518,589	12-27-1988
United States	NCN	2,338,783	04-04-2000
United States	NCN MOVIE TIMES	1,944,085	12-26-1995
United States	NCN NATIONAL CINEMA	1,516,614	12-13-1988
United States	NCN NATIONAL CINEMA NETWORK AND DESIGN	2,298,257	12-07-1999

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United States	ON-SCREEN ENTERTAINMENT AND DESIGN	1,743,483	12-29-1992
United States	PRE-SHOW COUNTDOWN AND DESIGN	2,269,751	08-10-1999

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